

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF INDIANA  
NEW ALBANY DIVISION

In re: \_\_\_\_\_ ) Chapter 11  
                  ) \_\_\_\_\_  
EASTERN LIVESTOCK CO., LLC,         ) Case No. 10-93904-BHL-11  
                  ) \_\_\_\_\_  
                  Debtor.                  ) \_\_\_\_\_

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**TRUSTEE'S MOTION TO APPROVE COMPROMISE WITH  
LAUREL LIVESTOCK MARKET, INC., AND WILLIAMS CATTLE CO.**

James A. Knauer, the Chapter 11 Trustee ("Trustee") appointed in the above captioned case ("Chapter 11 Case") for the estate ("Estate") of Eastern Livestock Co., LLC ("Debtor"), by counsel, respectfully moves this Court for an Order approving the proposed compromise attached as Exhibit 1 ("Settlement Agreement") with Laurel Livestock Market, Inc. ("Laurel"), and Williams Cattle Co. ("Williams"). The Settlement Agreement resolves all of the claims of Laurel and Williams against the Debtor's estate and all of the claims of the Trustee against Laurel and Williams and resolves other controversies and litigation pending in the Chapter 11 Case. In support of this motion, the Trustee says:

**Jurisdiction**

1. Certain petitioning creditors commenced the above-captioned Chapter 11 case against the Debtor on December 6, 2010 by filing an involuntary petition for relief under Chapter 11 of the Bankruptcy Code. This Court entered an *Order For Relief in An Involuntary Case and Order to Complete Filing* [Dkt. No. 110] on December 28, 2010. On December 27, 2010, the Court entered an Order Approving the Appointment of James A. Knauer as Chapter 11 Trustee [Dkt. No. 102] pursuant to 11 U.S.C. § 1104. This Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are 11 U.S.C. § 105(a) and FED. R. BANKR. P. 9019.

## **Settlement**

2. Williams historically engaged in certain livestock transactions involving the Debtor, for which Williams filed a proof of claim in this Chapter 11 Case in the amount of \$108,725.91 [Claim No. 124] (the "Williams Proof of Claim").

3. Laurel historically engaged in certain livestock transactions involving the Debtor, for which Laurel filed a proof of claim in this Chapter 11 Case in the amount of \$157,728.46 [Claim No. 124] (the "Laurel Proof of Claim").

4. On March 22, 2011, the Trustee commenced adversary proceeding No. 11-59086 (the "Adversary Proceeding") against Willie Downs asserting preference and fraudulent transfer claims and seeking recovery in connection with the transfer of roughly \$1 million worth of checks made payable to the Debtor. On September 26, 2011, the Trustee amended his complaint to add Laurel Livestock Market, Inc. as a defendant. The Trustee sought recovery of \$188,262.06 from Laurel as a transferee of Estate funds from Downs. Laurel answered and denied all liability.

5. The Trustee, Laurel, and Williams desire to resolve and settle all issues, disputes, claims, and causes of action between them without resorting to further litigation. Without admission of any fault or liability and, as a result of good faith settlement negotiations, they have agreed to settle and resolve all such issues, disputes, claims and causes of action as summarized below and more fully set forth in the Settlement Agreement.

6. Laurel and Williams will withdraw and release and any and all claims and causes of action against the Debtor's estate, the Trustee, and the Trustee's Professionals including but not limited to the Williams Proof of Claim and the Laurel Proof of Claim. The Trustee, Laurel,

and Williams will also mutually release each other from all claims or causes of action known or unknown, direct or indirect, related to the Chapter 11 Case.

7. The settlement relates to the Trustee's settlements with the Bluegrass Parties and with Downs. Approval of these three Rule 9019 motions will resolve all remaining controversies in this Adversary Proceeding.

8. The result of the Settlement Agreement will be a reduction in the total amount of unsecured claims in the Chapter 11 Case, thus increasing any percentage payment to the remaining unsecured claims. The Settlement Agreement will also resolve contentious litigation.

9. The proposed Settlement will be effective upon the entry of a final, non-appealable order ("Effective Date") approving the Settlement.

10. In the Trustee's professional judgment the proposed compromise as set forth in Exhibit 1 is in the best interest of the Estate and its creditors.

### **BRIEF IN SUPPORT**

**A. The Settlement Is Fair and in the Best Interests of the Debtors' Estates and Should Be Authorized Pursuant to Bankruptcy Rule 9019(a).**

11. Bankruptcy Rule 9019(a) authorizes a bankruptcy court, on motion by a trustee and after appropriate notice and a hearing, to approve a compromise or settlement so long as the proposed compromise or settlement is fair and equitable and in the best interest of the estate. See Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424 (1968); Depoister v. Mary M. Holloway Found., 36 F.3d 582, 586 (7th Cir. 1994) ("In conducting a hearing under Rule 9019(a), the bankruptcy court is to determine whether the proposed compromise is fair and equitable and in the best interests of the bankruptcy estate.") (internal citations omitted); In re Andreuccetti, 975 F.2d 413, 421 (7th Cir. 1992) (Bankruptcy Rule 9019(a) authorizes the court to approve a settlement if "the settlement is in the best interests

of the estate."); In re Energy Co-op, Inc., 886 F.2d 921, 927 (7th Cir. 1989) ("[t]he benchmark for determining the propriety of a bankruptcy settlement is whether the settlement is in the best interests of the estate.").

12. Compromises are tools for expediting the administration of the case and reducing administrative costs and are favored in bankruptcy. See Fogel v. Zell, 221 F.3d 955, 960 (7th Cir. 2000) ("Judges naturally prefer to settle complex litigation than to see it litigated to the hilt, especially when it is litigation in a bankruptcy proceeding — the expenses of administering the bankruptcy often consume most or even all of the bankrupt's assets."); In re Martin, 91 F.3d 389, 393 (3d Cir. 1996) ("To minimize litigation and expedite the administration of a bankruptcy estate, compromises are favored in bankruptcy").

13. It is well-settled that a proposed settlement need not be the best result that the debtor could have achieved, but only must fall "within the reasonable range of litigation possibilities." Energy Co-op, 886 F.2d at 929.

14. As further guidance, the Seventh Circuit has offered the following guidelines:

Central to the bankruptcy judge's determination is a comparison of the settlement's terms with the litigation's probable costs and probable benefits. Among the factors the bankruptcy judge should consider in [the] analysis are the litigation's probability of success, the litigation's complexity, and the litigation's attendant expense, inconvenience, and delay.

LaSalle Nat'l Bank v. Holland (In re Am. Reserve Corp.), 841 F.2d 159, 161 (7th Cir. 1987) (citations omitted).

15. The Settlement Agreement, negotiated at arm's length and in good faith, achieves a result that is in the best interest of the Debtor and its estate. As set forth more specifically in Exhibit 1, the Settlement Agreement resolves the pending litigation without further motion practice, discovery or a trial. The settlement also accomplishes the withdrawal of the Williams

Proof of Claim and the Laurel Proof of Claim in this Chapter 11 case at no further cost to the Estate or its creditors.

16. For these reasons, the Settlement Agreement maximizes the value of the Estate's assets and minimizes the burden to the Estate. The Settlement Agreement should be approved pursuant to Bankruptcy Rule 9019.

### **NOTICE**

17. The Trustee will provide notice of this Motion pursuant to FED. R. BANK. P. 2002(a)(3) or as otherwise directed by this Court. The Notice shall include a definitive time in which any party will be required to file and serve an objection stating with specificity its objection.

### **NO PRIOR REQUEST**

18. No prior motion for the relief requested herein has been made to the Court in this case.

### **CONCLUSION**

For the foregoing reasons, the Trustee respectfully request that this Court enter an order approving the Settlement Agreement, as it is in the best interests of the Estate and its creditors.

Respectfully submitted,

FAEGRE BAKER DANIELS LLP

By: /s/ Harmony Mappes

Terry E. Hall (#22041-49)  
Kevin M. Toner (#11343-49)  
Harmony Mappes(#27237-49)  
Dustin R. DeNeal (#27535-49)  
300 N. Meridian Street, Suite 2700  
Indianapolis, IN 46204-1782  
Telephone: (317) 237-0300  
Facsimile: (317) 237-1000  
[kevin.toner@faegrebd.com](mailto:kevin.toner@faegrebd.com)  
[terry.hall@faegrebd.com](mailto:terry.hall@faegrebd.com)  
[harmony.mappes@faegrebd.com](mailto:harmony.mappes@faegrebd.com)  
[dustin.deneal@faegrebd.com](mailto:dustin.deneal@faegrebd.com)

*Counsel for James A. Knauer, Chapter 11 Trustee*

Wendy W. Ponader (#14633-49)  
600 East 96th Street, Suite 600  
Indianapolis, IN 46240  
Telephone: (317) 569-9600  
Facsimile: (317) 569-4800  
[wendy.ponader@faegrebd.com](mailto:wendy.ponader@faegrebd.com)

## CERTIFICATE OF SERVICE

I hereby certify that on May 3, 2013, a copy of the foregoing pleading was filed electronically. Notice of this filing will be sent to the following parties through the Court's Electronic Case Filing System. Parties may access this filing through the Court's system.

David L. Abt davidabt@mwt.net	C. R. Bowles, Jr cbowles@bgdlegal.com	John Hunt Lovell john@lovell-law.net
Mark A. Robinson mrobinson@vhrlaw.com	Jeffrey R. Erler jeffe@bellnunnally.com	Edward M King tking@fbtlaw.com
Randall D. LaTour rdlatour@vorys.com	John R. Carr, III jrciii@acs-law.com	Bret S. Clement bclement@acs-law.com
Daniel J. Donnellon ddonnellan@ficlaw.com	Stephen A. Weigand sweigand@ficlaw.com	John Frederick Massouh john.massouh@sprouselaw.com
John W. Ames james@bgdlegal.com	Robert Hughes Foree robertforee@bellsouth.net	Kim Martin Lewis kim.lewis@dinslaw.com
Jeremy S Rogers Jeremy.Rogers@dinslaw.com	Ivana B. Shallcross ishallcross@bgdlegal.com	Deborah Caruso dcaruso@daleeke.com
Meredith R. Thomas mthomas@daleeke.com	William Robert Meyer, II rmeyer@stites.com	Allen Morris amorris@stites.com
Charles R. Wharton Charles.R.Wharton@usdoj.gov	James Bryan Johnston bjtexas59@hotmail.com	James T. Young james@rubin-levin.net
David L. LeBas dlebas@namanhowell.com	Judy Hamilton Morse judy.morse@crowedunlevy.com	John M. Thompson john.thompson@crowedunlevy.com
Jessica E. Yates jyates@swlaw.com	John Huffaker john.huffaker@sprouselaw.com	Matthew J. Ochs kim.maynes@moyewhite.com
Laura Day Delcotto ldelcotto@dlgfirm.com	Kelly Greene McConnell lisahughes@givenspursley.com	T. Kent Barber kbarber@dlgfirm.com
Ross A. Plourde ross.plourde@mcafeetaft.com	Walter Scott Newbern wsnewbern@msn.com	Kirk Crutcher kcrutcher@mcs-law.com
Todd J. Johnston tjohnston@mcjllp.com	Timothy T. Pridmore tpridmore@mcjllp.com	Theodore A Konstantinopoulos ndohbky@jbandr.com
Karen L. Lobring lobring@msn.com	Sandra D. Freeburger sfreeburger@dsf-atty.com	Lisa Koch Bryant courtmail@fbhlaw.net
Elliott D. Levin edl@rubin-levin.net	John M. Rogers johnr@rubin-levin.net	John David Hoover jdhoover@hooverhull.com
Sean T. White swhite@hooverhull.com	Jay P. Kennedy jpk@kgrlaw.com	John R. Burns john.burns@faegrebd.com
Michael W. McClain mike@kentuckytrial.com	William E Smith wsmith@k-glaw.com	Kayla D. Britton kayla.britton@faegrebd.com
James Edwin McGhee mcghee@derbycitylaw.com	Thomas C Scherer tscherer@bgdlegal.com	David A. Laird david.laird@moyewhite.com
Jerald I. Ancel jancel@taftlaw.com	Jeffrey J. Graham jgraham@taftlaw.com	Trevor L. Earl tearl@rwsvlaw.com
David Alan Domina dad@dominalaw.com	Kent A Britt kabritt@vorys.com	Joshua N. Stine kabritt@vorys.com

Jill Zengler Julian Jill.Julian@usdoj.gov	Jeffrey L Hunter jeff.hunter@usdoj.gov	Amelia Martin Adams aadams@dlgfirm.com
Michael Wayne Oyler moyer@rwsvlaw.com	Jason W. Cottrell jwc@stuartlaw.com	Robert A. Bell rabell@vorys.com
James E. Rossow jim@rubin-levin.net	James B. Lind jblind@vorys.com	Melissa S. Giberson msgiberson@vorys.com
Steven A. Brehm sbrehm@ bghlegal.com	Anthony G. Raluy traluy@fbhlaw.net	U.S. Trustee ustpregion10.in.ecf@usdoj.gov
James M. Carr james.carr@faegrebd.com	Jack S. Dawson jdawson@millerdollarhide.com	Dustin R. DeNeal dustin.deneal@faegrebd.com
Shawna M. Eikenberry shawna.eikenberry@faegrebd.com	Terry E. Hall terry.hall@faegrebd.com	Jay Jaffe jay.jaffe@faegrebd.com
James A. Knauer jak@kgrlaw.com	Erick P. Knoblock eknoblock@daleeke.com	Harmony A. Mappes harmony.mappes@faegrebd.com
Christie A. Moore cm@gdm.com	Shiv Ghuman O'Neill shiv.oneill@faegrebd.com	Wendy W. Ponader wendy.ponader@faegrebd.com
Peter M. Gannott pgannott@gannottlaw.com	Eric C. Redman ksmith@redmanludwig.com	Joe T. Roberts jratty@windstream.net
Joseph H. Rogers jrogers@millerdollarhide.com	James E. Smith jsmith@smithakins.com	Robert K. Stanley robert.stanley@faegrebd.com
Andrew D. Stosberg astosberg@lloydmc.com	Kevin M. Toner kevin.toner@faegrebd.com	Andrea L. Wasson andrea@wassonthornhill.com
Christopher M. Trapp ctrapp@rubin-levin.net	Eric W. Richardson ewrichardson@vorys.com	Joshua Elliott Clubb joshclubb@gmail.com
Jennifer Watt jwatt@kgrlaw.com	Michael Benton Willey michael.willey@ag.tn.gov	

/s/ Harmony Mappes

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